

## TERMS AND CONDITIONS OF ENROLMENT (International Students) Version 8.0

<b>Approving authority</b>	CEO & Governing Board
<b>Purpose</b>	To set out terms and conditions of enrolment for international students of Ozford Institute of Higher Education (the Institute)
<b>Responsible Officer</b>	Executive Director
<b>Next scheduled review</b>	May 2023
<b>Document Location</b>	<a href="http://www.ozford.edu.au/higher-education/policies-and-procedures/">http://www.ozford.edu.au/higher-education/policies-and-procedures/</a>
<b>Associated documents</b>	International Student Fee Refund Policy and Procedures Student Code of Conduct Policy and Procedure

### 1. Definitions

**Agreed Starting Date** means the date on which the course was scheduled to start (Commencement Date), or a later date agreed between the Institute and the Student to be the Agreed Starting Date following a period of deferral or temporary suspension.

**Application Fee** means the fee required to be paid by the Student when the Student lodges the Student Application Form with the Institute.

**Application for Refund Form** means the Institute's prescribed refund request form.

**Business Day** means a day on which banks are open for business in Melbourne, other than Saturday, Sunday or a public holiday.

**CoE** means Confirmation of Enrolment generated from PRISMS.

**Contact Details** includes the Student's current Australian and overseas residential and postal address, telephone number, email address and emergency contact details. For Students under the age of 18 this includes the Student's parents or legal guardian's contact details

**Course Withdrawal Form** means the Institute's prescribed course withdrawal form.

**Default Date** means:

*Provider Default*

- (a) the day on which the Institute did not commence delivery of a scheduled course
- (b) the day on which the Institute ceased to provide a course.

*Student Default*

- (c) the day on which the Institute refused to provide, or continue to provide, the course to a Student due to the Student either:
  - (i) failing to make a payment
  - (ii) breaching a visa condition such as maintaining satisfactory academic progress
  - (iii) severe misconduct as defined in the Student Code of Conduct Policy
  - (d) the day on which the Student withdraws from the course
  - (e) the day on which a Student failed to commence or recommence a course of study
  - (f) the day on which the Institute receives evidence from the Student of the Student's visa application refusal.

**ESOS Act** means the *Education Services for Overseas Students Act 2000* (Cth).

**The Institute** means Ozford Institute of Higher Education Pty Ltd trading as Ozford Institute of Higher Education (ACN 165 694 351/ CRICOS Provider 034298B)

**Offer Letter** means the Letter of Offer from the Institute to the Student specifying the terms of the Student's enrolment offered by the Institute.

**Overseas Student Health Cover (OSHC)** means the health insurance cover that a Student is required to obtain before commencing the Student's enrolment with the Institute.

**Package of Courses** means a Package of Courses of study comprising one or more of the Institute's courses, in which the Student is enrolled.

**Personal Information** means the Student's name, contact details, relevant medical conditions or disabilities and details of any breaches of a visa condition by the Student. For Students under the age of 18, this includes the Student's parents or legal guardian's contact details.

**Principal Course** means the Student's main course of study for which the Student has confirmation of enrolment (**CoE**). If the Student is enrolled in a Package of courses that include one or more Institute courses, the Student's Principal Course is the course within the package that has the highest qualification and for which the Student has CoE. Where the Student has enrolled in only one course, the Principal Course means the Student's nominated course of study with the Institute. **PRISMS** means Provider Registration and International Student Management System provided by the Australian Government.

**Provider Default** Under section 46A of the ESOS Act, the Institute defaults regarding an overseas student or intending overseas student and a course at a location if:

- (a) the Institute fails to start providing the course to the Student at the location on the agreed starting day
- (b) after the course starts, but before it is completed, it ceases to be provided to the Student at the location, and the Student has not withdrawn from the course before the default day.
- (c) when the course is not provided in full to the Student because a sanction has been imposed on the Institute under Part 6 of the Education Services for Overseas Students Act 2000(Cth).

**Satisfactory Academic Progress** This occurs when a student passes 50% or more of the units in which the student has been enrolled in a study period as described in the Academic Progress Policy.

**Student** means the person who has accepted an offer of enrolment by signing a Student Acceptance Agreement and/or has been issued with a CoE. Any reference to the Student is a reference to both the Student and the Student's parent or guardian where the Student is less than 18 years old.

**Student Acceptance Agreement (Agreement)** means the prescribed Student Enrolment Acceptance Agreement attached to the Letter of Offer that the Student must submit to the Institute to accept an offer of enrolment.

**Student Default** Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults regarding a course at a location if:

- a) the course starts at the location on the Agreed Starting Date, but the Student does not start the course on that day (and has not previously withdrawn)
- b) the Student withdraws from the course at the location (either before or after the agreed starting date)
- c) the Institute refuses to provide, or continue providing, the course to the Student at the location because of one or more of the following:
  - i. the Student failed to pay an amount payable to the Institute for the course; including any third party fees
  - ii. the Student breached a condition of the student's visa
- d) severe misconduct by the Student as described in the Student Code of Conduct Policy (note: the Student is entitled to natural justice under subsection 47A[3]).

**Terms and Conditions** means these Terms and Conditions of Enrolment (International Students).

**The Institute** means Ozford Institute of Higher Education Pty Ltd ACN 165 694 351 trading Ozford Institute of Higher Education. CRICOS Provider No: 03429B.

**Third-Party Fee** means any fee paid to a third party, including any airport pick-up fee or, accommodation placement fee, homestay fee, government examination fee, Overseas Student Health Cover fees, any costs relating to trade supplies and consumables and any cost-of-living expense paid to third parties specified in the Offer Letter and Student Acceptance Agreement.

**TPS** means the Tuition Protection Service provided by the Australian Government.

**Transfer Policy** means Transfer between Registered Providers Policy and Procedures to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

**Tuition Fee** means the amount specified by the Institute in a Student's Letter of Offer and Student Acceptance Agreement as the tuition fee.

**Unused Tuition Fees** is the amount calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 para. 7 at <https://www.legislation.gov.au/Details/F2014L00907>.

## 2. Terms of Payment

- a) The Student agrees to pay the Tuition Fees and all other fees for all the Student's courses of study according to the payment schedule described in the Letter of Offer and Student Acceptance Agreement. The Institute may subsequently issue invoices accordingly.

*The Institute reserves the right to increase tuition and non-tuition fees on an annual basis. Fees will not normally rise above six per cent per annum. Should the Institute decide to increase its fees, students will be notified at least one trimester in advance, and any increase will take effect on 1 January of the following year.*

- b) If Tuition Fees or any non-tuition fees remain unpaid after the due date specified in the Institute invoices, a late payment fee of AUD50.00 per week is payable by the Student.
- c) Tuition Fees are non-transferable.
- d) Additional tuition fee(s) will be incurred if the Student wishes to re-enrol in failed unit(s) or competency unit(s).

- e) If the Student seeks to re-enrol in failed units, the Institute may charge additional tuition fees in the amount of AUD2250 per unit of study for undergraduate program and AUD3250 per unit of study for postgraduate program.
- f) No statement of results or testamur will be issued to the Student until all tuition and non-tuition fees have been paid in full.
- g) The Student may choose to pay more than 50% of their Tuition Fees before their course commences.

### **3. Refund of Tuition Fees**

Refunds of Tuition Fees in part or in full may be possible in cases of either Provider Default or Student Default.

#### **3.1 Situations for a full refund of Tuition Fees**

- a) If the application for a Student visa is unsuccessful: A full refund of course tuition fees received by the Institute from the Student before the day of the Student Default minus the lesser of 5% of the Tuition Fees or AUD500 will be made within 4 weeks after receiving a written claim from the student. A request for refund in writing and proof of visa refusal from the Australian Government must be sent to the Institute upon visa refusal.
- b) If, for any reason, the Institute is unable to start delivery of the course on the specified starting date (Provider Default), a full refund of course Tuition Fees paid in advance will be made within 14 days of the Institute notifying the Student of the Provider Default.

#### **3.2 Situations for a partial refund of Tuition Fees**

- a) If, for any reason, the Institute ceases to deliver the course before it is completed (Provider Default), a refund of unspent Tuition Fees will be made within 14 days of notification of the Provider Default in accordance with the refund requirements of the ESOS Act 2000.
- b) If the Student's visa expires prior to commencing the course or the Student is unable to complete the course because the relevant extension of visa is not granted, the Unused Tuition Fees received for the course minus the lesser of administration and processing charges of 5% of the Tuition Fees or AUD500 will be refunded. The Calculation of "unused fees" is in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2014 at <https://www.legislation.gov.au/Details/F2014L00907>

#### **3.3 Situations for no refund of Tuition Fees**

- a) If the Student withdraws before or after the Commencement Date of the course enrolled, there will be no refund of any fees paid in advance for this course.
- b) If a student's visa is cancelled due to student's breach of visa conditions for academic progress; or breach of the Institute policies and procedures in the course enrolled, there will be no refund of any fees paid in advance for this course.
- c) If the Student is granted a deferment or temporary suspension of studies after the commencement of the course and does not return or recommence on the agreed date without the approval of the Institute, the Student is deemed to have inactively withdrawn, and their enrolment will be cancelled: There will be no refund of any fees paid in advance for this course.
- d) If the Student does not return to study after a proclaimed holiday or break from studies on the agreed date without the approval of the Institute, the Student is deemed to have inactively withdrawn and their enrolment will be cancelled. There will be no refund of tuition or non-tuition fees paid in advance for this course.
- e) If the Student is provisionally enrolled in a Package of Courses subject to providing evidence of the required English language proficiency and fails to provide such evidence prior to commencement of the initial course, there will be no refund of tuition or non-tuition fees paid in advance for this course.

#### **3.4 Alternative to refund of fees**

- a) If, for any reason, the Institute fails to start delivery of the course on the Agreed Starting Date or ceases to deliver the course before it is completed (Provider Default), instead of supplying a refund, the Institute may arrange for the Student to be offered a place in an alternative course that is acceptable to the Student at no additional expense.
- b) If the Institute fails to place the Student in an alternative course or refund the student's unused Tuitions Fees, students may be assisted by the TPS. Further information can be found at <https://tps.gov.au>.

#### **3.5 Non-tuition fees**

- a) Application fees and enrolment fees are non-refundable.
- b) To the fullest extent permitted by law, airport pick up fees, accommodation placement fees and all other service fees are non-refundable when the Cancellation and Refund Request Form is lodged:
  - i) less than 14 days prior to the Agreed Starting Date;
  - ii) on or after the Agreed Starting Date;
  - iii) after the provision of the service for such fees has already been provided to the Student in whole or in part.

### 3.6 Process for claiming a refund

- a) Refund applications must be made in writing using the Application for Refund Form which may be obtained from the Institute's website (<http://www.OIHE.edu.au/policies-procedures/>) and need to be forwarded directly to the accounts department at the Institute, which is located at Level 10, 310 King Street Melbourne, or can be lodged via email to [account@ozford.edu.au](mailto:account@ozford.edu.au).
- b) Refund applications will not be processed where the signature on the Application for Refund Form does not match the Student's signature as shown on other documents provided by the Student for admission to the college including the Student Acceptance Agreement.
- c) If the Institute owes an amount to a Student under the Refund Policy and the Student has authorised the refund payment to be made to another specified person, the specified person will be paid any refund of Tuition Fees rather than the Student.

### 4. Medical treatment

By signing the Student Acceptance Agreement, the Student (and the Student's parent or guardian where the Student is less than 18 years old):

- (a) authorises the Institute to obtain medical treatment for the Student where it is deemed necessary by the Institute, a staff member or any other person authorised to act on behalf of the Institute.
- (b) agrees to indemnify and hold the Institute, its staff and any other authorised person referred to in Clause 4(a) above harmless for any expense, loss, damage or liability of whatsoever nature or howsoever occasioned as a result of authorising and arranging such medical treatment.
- (c) agrees to immediately notify the Institute if the Student contracts a contagious disease of any kind.
- (d) acknowledges the Institute's right to remove the Student from the Institute's premises and refuse the Student re-entry to the Institute's premises while the Student presents a risk to staff and other students. The Student may recommence studies if satisfactory medical evidence (such as a medical certificate) is provided certifying that the Student is no longer a risk to the Institute, its members of staff, students or any other person.

### 5. Student conduct

The Student acknowledges and agrees:

- (a) to use the Student's best endeavours to achieve satisfactory academic progress and meet any requirements of the Student's enrolled course(s) of study.
- (b) to comply with the rules, policies and applicable code of conduct as advised by the Institute from time to time.
- (c) to refrain from any behaviour considered unacceptable by the Institute including, but not limited to:
  - (i) rudeness, aggressiveness and disrespect to the Institute's students and members of staff;
  - (ii) causing any disruption or interference to classes, study environments and the delivery of teaching by members of staff;
  - (iii) possession and/or sale of alcohol and other drugs; or
  - (iv) academic misconduct, including plagiarism and/or cheating.
- (d) to take full responsibility for the Student's books, equipment and other personal items and agrees to release, indemnify and hold the Institute and its members of staff harmless against any and all liability and claims that may arise from any loss or damage to such items howsoever caused.
- (e) The Institute has the right to exclude the Student from the Institute's premises if the Student is deemed to be a risk to the Institute or its students.

### 6. Dispute resolution and administrative grievance procedures

- a) If any dispute arises between the Institute and the Student relating to the rights and obligations arising out of these Terms and Conditions, the Student can complain or appeal as outlined by the Institute's Student Grievances and Appeals Policy, which can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.
- b) If the Institute fails to resolve the Student's dispute or grievance satisfactorily, either party may request the involvement of an external review panel by contacting the Overseas Students Ombudsman on 1300 362 072 (in Australia) or +61 2 6276 0111 (outside Australia) or via the website <http://www.ombudsman.gov.au/making-a-complaint>. The Overseas Students Ombudsman investigates complaints about problems that overseas students or intending overseas students may have with private education and training in Australia.
- c) The Institute will advise the Student how to access the external process appeal on completion of the internal dispute resolution and administrative grievance process.

### 7. Personal information

In this clause, any reference to the Student is a reference to both the Student and the Student's parent or guardian where the Student is less than 18 years old.

- a) The Student acknowledges and agrees that the Institute may share the Student's Personal Information in accordance with the *Privacy Act 1988* (Cth) with:

- a. the Australian Government and designated authorities and, if relevant, the TPS (where applicable) and their authorised auditors
  - b. the Student's recruiting agent, who may, in the Institute's absolute discretion, also be provided with the Student's welfare information as known by the Institute.
- b) While enrolled at the Institute, the Student must provide the Institute with the following Personal contact information:
- a. the student's current residential address, mobile number (if any) and email address (if any)
  - b. emergency contact details
  - c. any changes to these details, within seven days of the change.
- c) The Student must notify the Institute in writing of any changes to the Students Personal Information within seven days of the change.
- d) Further information can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

### 8. Satisfactory Academic Progress

Where the Institute determines that a Student has failed to demonstrate Satisfactory Academic Progress, the Institute will notify the Student in writing of its intention to inform the report of such failure. The Student will be provided with 20 Business Days, commencing on the date of the notice to appeal the decision of the Institute. The Academic Policy and Procedures can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>

### 9. Student release during first six months

Subject to the Transfer Policy, the Institute reserves the right to refuse to release the Student to another registered education provider prior to the completion of the initial six months of the Student's Principal Course. The Transfer Policy and Procedures can be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

If the Student is under 18 years old, a request for transfer must include written confirmation that the Student's parent or legal guardian supports the transfer. Where the Student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the Student's accommodation, support and general welfare arrangements from the date nominated by the Institute to ensure that there is no welfare gap.

### 10. General

In this clause, any reference to the Student is a reference to both the Student and the Student's parent or guardian where the Student is less than 18 years old.

(a) The Student acknowledges and agrees:

- (i) that the Student may be required to attend excursions and participate in activities as part of the Student's enrolled course.
- (ii) that the Student's course requirements may vary from any past, present or similar courses offered to Students at the Institute in which other Students are enrolled.
- (iii) not to make any claim against the Institute for any liability, cost, expense, loss or damage of whatsoever nature sustained by the Student if the Institute exercises its right to:
  - a) vary the Institute's Fees or Terms and Conditions, cancel or defer courses, change course timetables, amend class locations and alter or otherwise modify course structures; or
  - b) change, update or otherwise modify published course subjects and units and related publications.

(b) To the extent permitted by law, the Institute reserves the right to cancel the Student's enrolment in any course or courses of study in accordance with the Institute's Deferring, Suspending or Cancelling a Student's Enrolment Policy and Procedures to be found at <http://www.ozford.edu.au/higher-education/policies-and-procedures/>.

(c) This written agreement, and the right to make complaints and seek appeals of decisions and actions under various processes, does not affect the rights of the Student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

(d) These Terms and Conditions are governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them regarding any proceedings arising out of or in connection with these Terms and Conditions.

(e) If the Student or intending Student is under 18 years old, this written agreement must be signed or otherwise accepted by the Student's parent or legal guardian.

(f) The Student is responsible for keeping a copy of this written agreement and receipts of any payments of Tuition Fees or non-tuition fees.

### 11. VERSION CONTROL

Version	Date approved	Description	Approved by
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4.1	June 2014	Initial Developed	CEO & GB
6.0	June 2018	Change of National Code 2018	CEO & GB
7.0	January 2020	Clause for Increment of the Fee	CEO & GB
8.0	June 2021	Internal Review	CEO & GB
Related legislation/ regulation/standard	HES Threshold Standards 2015, Domain 1 and Domain 7 ESOS Act 2000 and National Code 2018		